

## Payment Application

### Payment Application Information

**Number:** 6858  
**Contract:** 4133 - Construction Contract  
**To:** Ashley Hudson  
**From:** Richard Sands  
**Due Date:**

### Project Information

**Project Name:** NJ;New York Metro:North Plainfield #4133  
**Project #:** 04133  
**Address:** Mailing address: 1020 US Route 22  
Delivery address:1020 US Route 22  
North Plainfield, New Jersey 07060

### Detail:

Line Items	Total
- DIVISION 1 - GENERAL CONDITIONS	\$458,623.62
1005 - General Conditions	\$458,623.62
1010 - Overhead & Profit (Fee)	\$0.00
- DIVISION 2 -- SITEWORK	\$0.00
2010 - Site Clearing & Erosion Control	\$0.00
2020 - Demolition	\$0.00
2030 - Excavation & Grading	\$0.00
2040 - Site Storm Drainage	\$0.00
2050 - Site Utilities	\$0.00
2060 - Concrete Walks	\$0.00
2070 - Precast Bollards	\$0.00
2080 - Site Retaining Walls	\$0.00
2090 - Curb & Gutter and Entrances	\$0.00
2100 - Concrete Paving	\$0.00
2110 - Asphalt Paving & Striping	\$0.00
2120 - Exterior Fencing	\$0.00
2130 - Landscaping & Irrigation	\$0.00
2140 - Site Lighting from 5' out	\$0.00
2999 - Sitework Other	\$0.00
- DIVISION 3 -- CONCRETE	\$0.00
3010 - Concrete Foundations	\$0.00
3020 - Concrete Slab	\$0.00
3030 - Concrete Sidewalks, Steps, sloops, pads, etc.	\$0.00
3060 - Building Excavation & Backfill	\$0.00
3070 - Tilt Wall Panels	\$0.00
3999 - Concrete Other	\$0.00
- DIVISION 4 -- MASONRY	\$0.00

### Payment Application

4050 - Unit Masonry	\$0.00
4999 - Masonry - Other	\$0.00
- DIVISION 5 -- METALS	\$0.00
5010 - Structural Metal	\$0.00
5020 - Misc. & Ornamental Metal	\$0.00
5999 - Metals - Other	\$0.00
- DIVISION 6 -- ROUGH CARPENTRY	\$0.00
6010 - Rough Carpentry	\$0.00
6020 - Finish Carpentry	\$0.00
6030 - Millwork	\$0.00
6999 - Carpentry Other	\$0.00
- DIVISION 7 -- MOISTURE CONTROL	\$0.00
7010 - Waterproofing	\$0.00
7020 - Building Insulation	\$0.00
7040 - Sheetmetal Work	\$0.00
7050 - Roofing & Roof Insulation	\$0.00
7055 - Exterior Metals	\$0.00
7060 - Roof Accessories	\$0.00
7070 - Caulking & Sealants	\$0.00
7999 - Moisture Control - Other	\$0.00
- DIVISION 8 -- DOORS WINDOWS & GLASS	\$0.00
8010 - Steel Doors and Frames	\$0.00
8020 - Wood & Plastic Doors	\$0.00
8030 - Impact Doors	\$0.00
8040 - Overhead Doors	\$0.00
8050 - Entrance & Store Front	\$0.00
8060 - Security Gates	\$0.00
8070 - Finish Hardware	\$0.00
8080 - Glass & Glazing	\$0.00
8090 - Fire Doors	\$0.00
8999 - Doors, Windows & Glass - Other	\$0.00
- DIVISION 9 -- FINISHES	\$0.00
9010 - Lath, Plaster & EIFS	\$0.00
9020 - Stud & Drywall	\$0.00
9030 - Ceramic Tile	\$0.00
9040 - Acoustical Ceilings	\$0.00

### Payment Application

9050 - Carpet	\$0.00
9060 - Resilient Flooring	\$0.00
9070 - Sheet Vinyl Flooring	\$0.00
9080 - Rubber Flooring	\$0.00
9090 - Painting/Wall Coverings	\$0.00
9100 - Marlite Panels (FRP)	\$0.00
9999 - Finishes Other	\$0.00
- DIVISION 10 -- SPECIALTIES	\$0.00
10010 - Toilet Partitions	\$0.00
10020 - Interior Signage	\$0.00
10030 - Fire Extinguishers	\$0.00
10040 - Toilet Accessories	\$0.00
10070 - Rolling Conveyor	\$0.00
10080 - Lockers	\$0.00
10999 - Specialties - Other	\$0.00
- DIVISION 11 -- EQUIPMENT	\$0.00
11010 - Miscellaneous Equipment	\$0.00
11020 - Loading Dock Equipment	\$0.00
11030 - Elevators/Lifts	\$0.00
- DIVISION 12 -- FURNISHINGS	\$0.00
12010 - Window Treatment	\$0.00
12020 - Coat Rack	\$0.00
12030 - Floor Mats	\$0.00
- DIVISION 15 -- MECHANICAL	\$0.00
15010 - Plumbing	\$0.00
15020 - Fire Protection	\$0.00
15030 - HVAC	\$0.00
- DIVISION 16 -- ELECTRICAL	\$0.00
16090 - Electrical	\$0.00
<b>TOTALS:</b>	<b>\$458,623.62</b>

Approved By:

Signature

Joe Sparta

### Payment Application

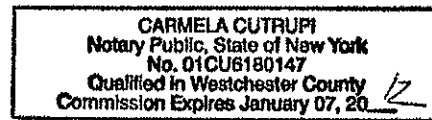
Printed Name

Carmela Cutrupi

Signature

Carmela Cutrupi

Printed Name



## APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233



APPLICATION NO: 3

PERIOD TO: 30-Sep-08

FROM: Schimenti Construction Co., LLC  
118 North Bedford Rd  
Mount Kisco, NY 10549

PROJECT: Circuit City #4133, N. Plainfield, NJ

CCSI PROJECT NO: 04133

CONTRACT DATE: 5-May-08

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. The detailed breakdown of this application is attached.

#### SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM .....\$ 1,324,900.00
2. NET CHANGE BY CHANGE ORDER .....\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....\$ 1,324,900.00
4. TOTAL COMPLETED TO DATE  
(Column F on Details) .....\$ 1,324,900.00
5. RETAINAGE:  
10 % of Completed Work  
(Column D + E on Details) .....\$ 132,490.00
6. TOTAL EARNED LESS RETAINAGE  
(Line 4 Less Line 5 Total) .....\$ 1,192,410.00
7. LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Application) .....\$ 733,786.38
8. CURRENT PAYMENT DUE .....\$ 458,623.62
9. BALANCE TO FINISH, INCLUDING  
RETAINAGE (Line 3 less Line 6) .....\$ 132,490.00

### CONTRACTOR'S CERTIFICATION

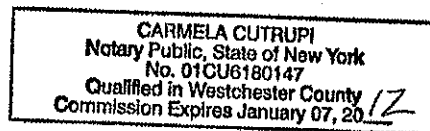
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Schimenti Construction Co., LLC

By: [Signature] Date: 9/30/08

State of: New York  
County of: Westchester

Subscribed and sworn to before me  
this 30 day of September, 2008



Notary Public:

My Commission expires:

[Signature]  
1/7/12

Contractor: Do not enter information below this line.

### CIRCUIT CITY ACCOUNTING INFORMATION

Project ID: \_\_\_\_\_ Invoice No: \_\_\_\_\_  
Req. No: \_\_\_\_\_ PO No: \_\_\_\_\_  
Amount: \_\_\_\_\_ \* Vendor ID: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approved: \_\_\_\_\_

\* EXPENSE PAYABLES, SEE COLUMN "I" FOR LINE ITEM AMOUNTS

CHECK DUE DATE: \_\_\_\_\_

RETURN CHECK TO: ASHLEY HUDSON / CONSTRUCTION DEPARTMENT

Contractor's signed certification is attached.

Contractor's signed certification is attached.

**Schimenti Construction Company**

North Plainfield, NJ #4133

**APPLICATION NO:** Details Page 1 of 4-3

APPLICATION DATE: 30-Sep-08

PERIOD TO: 30-Sep-08

A	B	C	D	E	F	G	H	I	A	
ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	WORK COMPLETED		TOTAL COMPLETED TO DATE (D+E)	% (F ÷ C)	BALANCE TO FINISH (C - F)	RETAINAGE 10.0%	AMOUNT DUE THIS PERIOD (E less 10.0%)	ITEM NO.
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	ORIGINAL CONTRACT									
	Mobilization		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Insurance		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Bond Cost	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	General Conditions		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
1005	General Conditions	\$194,742.00	\$92,008.00	\$102,742.00	\$194,742.00	0.00%	\$0.00	\$19,474.20	\$92,467.80	1005
1010	GC OH&P (Fee)	\$72,358.00	\$28,943.20	\$43,414.80	\$72,358.00	100.00%	\$0.00	\$7,235.80	\$39,073.32	1010
2010	Site Clearing & Erosion Control		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2010
2020	Demolition	\$12,500.00	\$12,500.00	\$0.00	\$12,500.00	100.00%	\$0.00	\$1,250.00	\$0.00	2020
2030	Excavation & Grading		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2030
2040	Site Storm Drainage		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2040
2050	Site Utilities		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2050
2060	Concrete Walks		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2060
2070	Precast Bollards		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2070
2080	Site Retaining Walls		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2080
2090	Curb & Gutter and Entrances		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2090
2100	Concrete Paving		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2100
2110	Asphalt Paving, Base & Striping		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2110
2120	Exterior Fencing & Gates		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2120
2130	Landscaping & Irrigation		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2130
2140	Site Lighting		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2140
2999	Sitework - Other		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2999
3010	Concrete Foundations		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	3010
3020	Concrete Slabs	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	3020
3030	Concrete Sidewalks, Steps, Stoops, Pads	\$110,000.00	\$110,000.00	\$0.00	\$110,000.00	100.00%	\$0.00	\$11,000.00	\$0.00	3030
3060	Building Excavation & Backfill		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	3060
3999	Concrete - Other	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	3999
4050	Unit Masonry	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	4050
4999	Masonry - Other		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	4999
5010	Structural Metals	\$93,500.00	\$93,500.00	\$0.00	\$93,500.00	100.00%	\$0.00	\$9,350.00	\$0.00	5010
5020	Misc & Ornamental Metal		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	5020
5999	Metals - Other		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	5999
	Roof/Exterior Blocking	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Interior Blocking	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
6010	Rough Carpentry Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	6010
6020	Finish Carpentry	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	6020
6030	Millwork	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	6030
6999	Carpentry - Other		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	6999
7010	Waterproofing		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7010
7020	Building Insulation		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7020

# PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

Schiment Construction Company

North Plainfield, NJ #4133

 APPLICATION NO: Details Page 2 of 4-3  
 APPLICATION DATE: 30-Sep-08  
 PERIOD TO: 30-Sep-08

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F TOTAL COMPLETED TO DATE (D+E)	% (F ÷ C)	G BALANCE TO FINISH (C - F)	H RETAINAGE 10.0%	I AMOUNT DUE THIS PERIOD (E less 10.0%)	A ITEM NO.
7040	Sheet Metal Work		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7040
7050	Roofing & Roof Insulation	\$108,000.00	\$75,000.00	\$25,000.00	\$100,000.00	100.00%	\$0.00	\$10,000.00	\$22,500.00	7050
7055	Exterior Metal		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7055
7060	Roof Accessories		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7060
7070	Caulking & Sealants	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7070
7999	Moisture Control - Other		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7999
8010	Steel Doors & Frames		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8010
8020	Wood & Plastic Doors		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8020
8030	Impact Doors		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8030
8040	Overhead Doors		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8040
8050	Entrance & Store Fronts	\$42,000.00	\$21,000.00	\$0.00	\$42,000.00	100.00%	\$0.00	\$4,200.00	\$18,900.00	8050
8060	Security Gates		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8060
8070	Finish Hardware		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8070
8080	Glass & Glazing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8080
8090	Fire Shutters		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8090
8999	Doors, Windows & Glass - Other		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8999
9010	Lath & Plaster / EIFS	\$49,900.00	\$0.00	\$49,900.00	\$49,900.00	100.00%	\$0.00	\$4,990.00	\$44,910.00	9010
	Framing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Hanging Drywall	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Tape & Finish	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
9020	Stud & Drywall Subtotal	\$187,900.00	\$140,000.00	\$47,900.00	\$187,900.00	100.00%	\$0.00	\$18,790.00	\$43,110.00	9020
9030	Ceramic Tile	\$4,200.00	\$0.00	\$4,200.00	\$4,200.00	100.00%	\$0.00	\$420.00	\$3,780.00	9030
9040	Acoustical Ceilings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9040
9050	Carpet	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9050
9060	Resilient Flooring	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9060
9070	Sheet Vinyl Flooring	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9070
9080	Rubber Flooring	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9080
	Exterior Painting		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Interior Painting & WC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
9090	Floors		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9090
9090	Painting/Wall Coverings Subtotal	\$29,500.00	\$7,375.00	\$22,125.00	\$29,500.00	100.00%	\$0.00	\$2,950.00	\$19,912.50	9090
9100	Flooring Material Allowance	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9100
9110	Marlite Panels (FRP)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9110
9999	Finishes - Other		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9999
10010	Toilet Partitions	\$1,600.00	\$0.00	\$1,600.00	\$1,600.00	100.00%	\$0.00	\$160.00	\$1,440.00	10010
10020	Interior Signage	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10020
10030	Fire Extinguishers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10030
10040	Toilet Accessories	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10040
10070	Rolling Conveyor	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10070
10080	Lockers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10080

# PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

Schimenti Construction Company

APPLICATION NO: Details Page 3 of 4-3

APPLICATION DATE: 30-Sep-08

PERIOD TO: 30-Sep-08

North Plainfield, NJ #4133

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F TOTAL COMPLETED TO DATE (D+E)	% (F ÷ C)	G BALANCE TO FINISH (C - F)	H RETAINAGE 10.0%	I AMOUNT DUE THIS PERIOD (E less 10.0%)	A ITEM NO.
10999	Specialties - Other	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10999
11010	Miscellaneous Equipment		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	11010
11020	Loading Dock Equipment		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	11020
11030	Elevators/Lifts		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	11030
12010	Window Treatment		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	12010
12020	Coat Rack		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	12020
12030	Floor Mats		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	12030
	Underground Plumbing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Overhead Plumbing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Plumbing Fixtures	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Plumbing Insulation	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
15010	Plumbing Subtotal	\$57,700.00	\$35,000.00	\$22,700.00	\$57,700.00	100.00%	\$0.00	\$5,770.00	\$20,430.00	15010
	Underground Fire Prot		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Overhead Fire Prot		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Fire Prot Assembly		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Fire Prot Devices		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
15020	Fire Protection Systems Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	15020
	HVAC Roof Top Units	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	HVAC Ductwork	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	HVAC Insulation	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	HVAC Registers, Grilles & Diffusers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	HVAC Testing & Balancing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
15030	HVAC Subtotal	\$59,000.00	\$50,000.00	\$9,000.00	\$59,000.00	100.00%	\$0.00	\$5,900.00	\$8,100.00	15030
	Temporary Power	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Rough Electric - Power	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Rough Electric - Low Voltage	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Finish Electric	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Light Fixture Installation	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Switchgear Installation	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	NOVAR Controls	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	Fire Alarm System	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
16090	Electrical Subtotal	\$310,000.00	\$150,000.00	\$160,000.00	\$310,000.00	100.00%	\$0.00	\$31,000.00	\$144,000.00	16090
16100	Electrical Allowance		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	16100
	ORIGINAL CONTRACT TOTALS	\$1,324,900.00	\$815,318.20	\$509,581.80	\$1,324,900.00	100.00%	\$0.00	\$132,490.00	\$458,623.62	



# PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

Schimenti Construction Company

APPLICATION NO: Details Page 4 of 4-3  
APPLICATION DATE: 30-Sep-08  
PERIOD TO: 30-Sep-08

North Plainfield, NJ #4133

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		F TOTAL COMPLETED TO DATE (D+E)	G BALANCE TO FINISH (C - F)	H RETAINAGE 10.0%	I AMOUNT DUE THIS PERIOD (E less 10.0%)	A ITEM NO.
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
APPROVED CHANGE ORDERS									
Approved Change Order # ____									
1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	5
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6
Change Order # ____ Subtotal			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Approved Change Order # ____									
1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	5
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6
Change Order # ____ Subtotal			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Approved Change Order # ____									
1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	5
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6
Change Order # ____ Subtotal			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
APPROVED CHANGE ORDER TOTALS									
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
GRAND TOTALS									
			\$1,324,900.00	\$815,318.20	\$509,581.80	\$1,324,900.00	100.00%	\$132,490.00	\$458,623.62

Lien Release Checklist

Pay Application # 3

Circuit City Store # 4133, North Plainfield, NJ

Pay App Line #	Subcontractor or Material Supplier	Description of Work or Material	Original Contract	Adjusted Contract	Previous Months Draws	Paid to Date	Amount this Request	Balance to Complete	CCSI Use Only
(Accumulative)									
16090	A. J. Maglio	Electrical	\$ 310,000.00	\$ 318,665.28	\$ 135,000.00	\$ 135,000.00	\$ 151,798.75	\$ 31,866.53	
7050	Conti Roofing	Roofing	\$ 100,000.00	\$ 100,000.00	\$ 67,500.00	\$ 67,500.00	\$ 22,500.00	\$ 10,000.00	
5010	Hi-Tech Steel	Structural Metals	\$ 93,500.00	\$ 98,459.64	\$ 84,150.00	\$ 84,150.00	\$ 4,463.67	\$ 9,845.97	
15010	McCloskey Mechanical	Plumbing	\$ 57,000.00	\$ 61,763.28	\$ 22,770.00	\$ 22,770.00	\$ 32,816.95	\$ 6,176.33	
15030	McCloskey Mechanical	HVAC	\$ 59,700.00	\$ 59,700.00	\$ 53,730.00	\$ 53,730.00	\$ -	\$ 5,970.00	
2020	Merendino Corporation	Demolition	\$ 12,500.00	\$ 12,500.00	\$ 11,250.00	\$ 11,250.00	\$ -	\$ 1,250.00	
9090	PR Painting	Painting/Wallcovering	\$ 29,500.00	\$ 29,500.00	\$ 6,637.50	\$ 6,637.50	\$ 19,912.50	\$ 2,950.00	
3030	Precision Concrete	Concrete	\$ 110,000.00	\$ 122,250.00	\$ 99,000.00	\$ 99,000.00	\$ 11,025.00	\$ 12,225.00	
1005	Schimenti Construction	General Conditions	\$ 194,742.00	\$ 164,103.80	\$ 82,800.00	\$ 82,800.00	\$ 64,893.43	\$ 16,410.37	
1010	Schimenti Construction	GC OH&P (Fee)	\$ 72,358.00	\$ 72,358.00	\$ 26,048.88	\$ 26,048.88	\$ 39,073.32	\$ 7,235.80	
9010	Schimenti Construction	EIFS	\$ 49,900.00	\$ 49,900.00	\$ -	\$ -	\$ 44,910.00	\$ 4,990.00	
10010	Schimenti Construction	Toilet Partitions	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ 1,440.00	\$ 160.00	
9020	Schimenti Construction	Stud & Drywall	\$ 7,900.00	\$ 7,900.00	\$ -	\$ -	\$ 7,110.00	\$ 790.00	
9030	Schimenti Construction	Ceramic Tile	\$ 4,200.00	\$ 4,200.00	\$ -	\$ -	\$ 3,780.00	\$ 420.00	
<b>SCHIMENTI CONSTRUCTION SUBTOTAL</b>			<b>\$ 330,700.00</b>	<b>\$ 300,061.80</b>	<b>\$ 108,848.88</b>	<b>\$ 108,848.88</b>	<b>\$ 161,206.75</b>	<b>\$ 30,006.17</b>	
8050	Standard Glass	Entrance & Storefront	\$ 42,000.00	\$ 42,000.00	\$ 18,900.00	\$ 18,900.00	\$ 18,900.00	\$ 4,200.00	
9020	Whitetail Interiors	Stud & Drywall	\$ 180,000.00	\$ 180,000.00	\$ 126,000.00	\$ 126,000.00	\$ 36,000.00	\$ 18,000.00	
			\$ 1,324,900.00	\$ 1,324,900.00	\$ 733,786.38	\$ 733,786.38	\$ 458,623.62	\$ 132,490.00	

**GENERAL CONTRACTOR'S PROGRESS PAYMENT**

**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, Schimenti Construction Co., LLC ("Contractor"), is a contractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield, NJ  
Project Address: 1200 US Highway 22  
City: N. Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work are:

A.	Original Contract Amount:	\$	<u>1,324,900.00</u>
B.	Changes to Contract:	\$	<u>0.00</u>
C.	Revised Contract Amount:	\$	<u>1,324,900.00</u>
D.	Amount Requested This Period (Conditional):	\$	<u>458,623.62</u>
E.	Amount Paid to Date (Unconditional):	\$	<u>733,786.38</u>
F.	Balance on Contract:	\$	<u>132,490.00</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$458,623.62 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases, Contractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Contractor further certifies that Contractor has previously been paid \$733,786.38 (*insert amount actually paid to date - from line "E" above*) as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Contractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Contractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Contractor acknowledges that the foregoing representations are made to induce Owner to make the Progress Payment above knowing that Owner relies on the representations herein contained. Contractor further warrants and represents

that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

CONTRACTOR:

Schimenti Construction Co., LLC

(signature)

By:

Joe Sparten  
(print name)

Title:

Controller

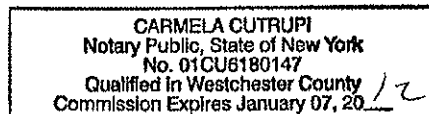
Subscribed and Sworn to before the undersigned, a Notary Public, on this the 30 day of

September 2008 in the City/County of Westchester, State of New York

Carmela Cutrupi  
Notary Public

1/7/12  
My commission Expires

28-059



Rev. 3.24.06

**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**  
*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, A.J. Maglio Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including its affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield, NJ  
Project Address: 1200 US Highway 22  
City: N. Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>310,000.00</u>
B.	Changes to Subcontract:	\$	<u>8,665.28</u>
C.	Revised Subcontract Amount:	\$	<u>318,665.28</u>
D.	Amount Requested This Period (Conditional):	\$	<u>151,798.75</u>
E.	Amount Paid to Date less Retainage (Unconditional):	\$	<u>135,000.00</u>
F.	Balance on Subcontract:	\$	<u>31,866.53</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$151,798.75 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$135,000.00 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing

representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
A.J. Maglio Inc.

By: Torrey Hamilton  
Title: Accounting

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 30<sup>th</sup> day of  
September 2008 in the City/County of Union, State of NJ

[Signature]  
Notary Public

28-059-08

JENNIFER MCELROY  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/24/2013  
My commission Expires

Rev. 3.24.06

**SUBCONTRACTOR'S PROGRESS PAYMENT**

**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, Conti Roofing Co., Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N. Plainfield, NJ

Project Address: 1200 US Highway 22

City: N. Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>100,000.00</u>
B.	Changes to Subcontract:	\$	<u>0.00</u>
C.	Revised Subcontract Amount:	\$	<u>100,000.00</u>
D.	Amount Requested This Period (Conditional):	\$	<u>22,500.00</u>
E.	Amount Paid to Date less Retainage (Unconditional):	\$	<u>67,500.00</u>
F.	Balance on Subcontract:	\$	<u>10,000.00</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$22,500.00 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$67,500.00 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment

at the knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

**Partial Invalidity**

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
Conti Roofing Co., Inc.

By: John Zuccini

Title: Pres.

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 25<sup>th</sup> day of

September in the City/County of Ridgefield, State of New Jersey

[Signature]  
Notary Public

01-24-2011  
My commission Expires

28-059-03

Rev. 3.24.06



**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**  
*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, Hi-Tech Steel, Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield  
Project Address: 1200 US Highway 22  
City: N. Plainfield, County Somerset, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>93,500.00</u>
B.	Changes to Subcontract:	\$	<u>4,959.64</u>
C.	Revised Subcontract Amount:	\$	<u>98,459.64</u>
D.	Amount Requested This Period (Conditional):	\$	<u>4,463.67</u>
E.	Amount Paid to Date less Retainage (Unconditional):	\$	<u>84,150.00</u>
F.	Balance on Subcontract:	\$	<u>9,845.97</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$4,463.67 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (insert date payment is requested through), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$84,150.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment

above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

**Partial Invalidity**

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
Hi-Tech Steel, Inc.

By: [Signature]  
Title: President

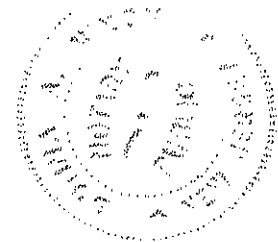
Subscribed and Sworn to before the undersigned, a Notary Public, on this the 30<sup>th</sup> day of September in the City/County of DuSart, State of New Jersey  
[Signature]  
Notary Public

28-059-09

Sworn to and subscribed  
before me this  
30<sup>th</sup> day of Sept 2008  
My commission Expires

DONNA A. NIXON  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/11/2009

Rev. 3.24.06



Oct. 1. 2008 10:40AM McCLOSKEY 856-784-8283

No. 3469 P. 2/5

**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**  
*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, McCloskey Mechanical Cntr. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield

Project Address: 1200 US Highway 22

City: N. Plainfield, County Somerset, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>57,000.00</u>
B.	Changes to Subcontract:	\$	<u>4,763.28</u>
C.	Revised Subcontract Amount:	\$	<u>61,763.28</u>
D.	Amount Requested This Period (Conditional):	\$	<u>32,816.95</u>
E.	Amount Paid to Date less Retainage (Unconditional):	\$	<u>22,770.00</u>
F.	Balance on Subcontract:	\$	<u>6,176.33</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$32,816.95 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (insert date payment is requested through), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$22,770.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Received Time Sep. 30. 9:26AM

Oct. 1. 2008 10:40AM McCLOSKEY 856-784-8283

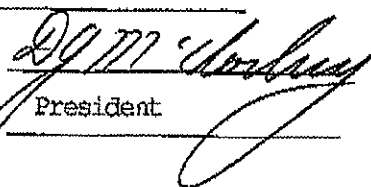
No. 3469 P. 3/5

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

**Partial Invalidity**


If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
McCloskey Mechanical Cntr.

By:   
Title: President

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 30th day of

September in the City/County of Camden, State of N.J.

  
Notary Public

AMANDA S. STEMMER  
Notary Public of New Jersey  
My Commission Expires Oct. 8, 2008

My commission Expires

28-059-05

Rev. 3.24.06

Oct. 1. 2008 10:41AM McCLOSKEY 856-784-8283

No. 3469 P. 4/5

**SUBCONTRACTOR'S PROGRESS PAYMENT**  
**CLAIM RELEASE AND LIEN WAIVER**  
(to be provided with each progress payment application)

Date: 9/30/08

The undersigned, McCloskey Mechanical Cntr. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield

Project Address: 1200 US Highway 22

City: N. Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimmenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>59,700.00</u>
B.	Changes to Subcontract:	\$	<u>                    </u>
C.	Revised Subcontract Amount:	\$	<u>59,700.00</u>
D.	Amount Requested This Period (Conditional):	\$	<u>0.00</u>
E.	Amount Paid to Date less Retainage (Unconditional)	\$	<u>53,730.00</u>
F.	Balance on Subcontract:	\$	<u>5,970.00</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$0.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (insert date payment is requested through), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$53,730.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Received Time Sep. 30. 9:26AM

Oct. 1. 2008 10:41AM McCLOSKEY 856-784-8283

No. 3469 P. 5/5

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

**Partial Invalidity**

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

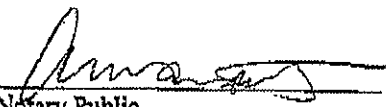
**SUBCONTRACTOR**  
McCloskey Mechanical Cntr.

By: 

Title: President

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 30th day of

September in the City/County of Camden, State of N.J.

  
Notary Public

**AMANDA S. STEARNS**  
Notary Public of New Jersey  
My Commission Expires Oct. 8, 2008  
My commission Expires

28-059-05

Rev. 3.24.06

**SUBCONTRACTOR'S PROGRESS PAYMENT**

**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, Merendino ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including its affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N. Plainfield  
Project Address: 1200 US Highway 22  
City: N. Plainfield, County Somerset, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>12,500.00</u>
B.	Changes to Subcontract:	\$	<u></u>
C.	Revised Subcontract Amount:	\$	<u>12,500.00</u>
D.	Amount Requested This Period (Conditional):	\$	<u>0.00</u>
E.	Amount Paid to Date less Retainage (Unconditional):	\$	<u>11,250.00</u>
F.	Balance on Subcontract:	\$	<u>1,250.00</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$0.00 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$11,250.00 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment

above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

#### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
Merendino

By: 

Title: Vice President

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 25 day of  
September, 2008 in the City/County of Nassau, State of NY.

Maureen MacDonald  
Notary Public

11/24/09  
My commission Expires

28-059-01

**Maureen MacDonald**  
Notary Public, State of New York  
No. 018045000741  
Qualified in Nassau County  
Commission Expires 11/24/09

Rev. 3.24.06



**SUBCONTRACTOR'S PROGRESS PAYMENT**

**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, P R Painting Corp. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield

Project Address: 1200 US Highway 22

City: N Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>29,500.00</u>
B.	Changes to Subcontract:	\$	<u>                    </u>
C.	Revised Subcontract Amount:	\$	<u>29,500.00</u>
D.	Amount Requested This Period (Conditional):	\$	<u>19,912.50</u>
E.	Amount Paid to Date less Retainage (Unconditional):	\$	<u>6,637.50</u>
F.	Balance on Subcontract:	\$	<u>2,950.00</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$19,912.50 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$6,637.50 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment

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P. 03

above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

#### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR

P R Painting Corp.

By: 

Title:

**KEN ROMANO, PRESIDENT  
P R PAINTING CORP.**

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 24 day of

Sept 2008 in the City/County of Suffolk State of NY

  
Notary Public

My commission Expires

28-059-04

**ROBERT J. HUNSLUCKER**  
Notary Public State of New York  
No. 01HU8073845 Suffolk County  
Commission Expires March 10, 2011

Rev. 3.24.06

**SUBCONTRACTOR'S PROGRESS PAYMENT**

**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, Precision Concrete ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC., including its affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield  
Project Address: 1200 US Highway 22  
City: N Plainfield County                      State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>110,000.00</u>
B.	Changes to Subcontract:	\$	<u>12,250.00</u>
C.	Revised Subcontract Amount:	\$	<u>122,250.00</u>
D.	Amount Requested This Period (Conditional):	\$	<u>11,025.00</u>
E.	Amount Paid to Date less Retainage (Unconditional):	\$	<u>99,000.00</u>
F.	Balance on Subcontract:	\$	<u>12,225.00</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$11,025.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (insert date payment is requested through), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$99,000.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

**Partial Invalidity**

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
Precision Concrete

By: [Signature]  
Title: Mark R. S.

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 26 day of  
SEPT, 2008 in the City/County of Rosemount, State of N.C.

[Signature]  
Notary Public

4-17-2011  
My commission Expires

28-059-07

Rcv. 3.24.06

**SUBCONTRACTOR'S PROGRESS PAYMENT**

**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, Standard Glass Co., Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including its affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield  
Project Address: 1200 US Highway 22  
City: N Plainfield, County \_\_\_\_\_, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>42,000.00</u>
B.	Changes to Subcontract:	\$	<u>                    </u>
C.	Revised Subcontract Amount:	\$	<u>42,000.00</u>
D.	Amount Requested This Period (Conditional):	\$	<u>18,900.00</u>
E.	Amount Paid to Date less Retainage (Unconditional):	\$	<u>18,900.00</u>
F.	Balance on Subcontract:	\$	<u>4,200.00</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$18,900.00 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$18,900.00 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment

09/24/2008 21:25 FAX 8568297769

STANDARD GLASS INC

002/002

above knowing that Contractor and Owner rely on the representations herein contained, Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
Standard Glass Co., Inc.

By: *[Signature]*

Title: President

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 24 day of

Sept in the City/County of Cinnaminson, State of NJ.

*Denise Malave*  
Notary Public

1/9/2011  
My commission Expires

28-059-

Rev. 3.24.06

NOTARY PUBLIC  
STATE OF NEW JERSEY  
DENISE M. MALAVE  
MY COMMISSION EXPIRES 1/9/2011

**SUBCONTRACTOR'S PROGRESS PAYMENT**

**CLAIM RELEASE AND LIEN WAIVER**

*(to be provided with each progress payment application)*

Date: 9/30/08

The undersigned, White Tail Interiors, LLC ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES, INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield, NJ  
Project Address: 1200 US Highway 22  
City: N. Plainfield, County Somerset, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	<u>180,000.00</u>
B.	Changes to Subcontract:	\$	<u></u>
C.	Revised Subcontract Amount:	\$	<u>180,000.00</u>
D.	Amount Requested This Period (Conditional):	\$	<u>36,000.00</u>
E.	Amount Paid to Date less Retainage (Unconditional):	\$	<u>126,000.00</u>
F.	Balance on Subcontract:	\$	<u>18,000.00</u>

**Conditional Waiver Portion:**

Upon receipt of consideration in the sum of \$36,000.00 (*insert amount covered by this Progress Payment - from line "D" above*), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 9/30/08 (*insert date payment is requested through*), exclusive only of rights to retainage.

**Unconditional Waiver Portion:**

Subcontractor further certifies that Subcontractor has previously been paid \$126,000.00 (*insert amount actually paid to date - from line "E" above*) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/31/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing

representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

#### Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR  
White Tail Interiors, LLC

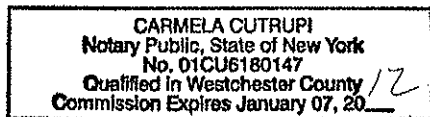
By: Joseph Monell  
Title: Member

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 30 day of  
September 2008 in the City/County of Westchester, State of New York

Carmela Cutrupi  
Notary Public

1/7/12  
My commission Expires

28-059-10



Rev. 3.24.06